

34th Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

and

SCOTRAIL TRAINS LIMITED
as Train Operator

relating to amendments to the Track Access Contract
dated 03 March 2016

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THIS 34TH SUPPLEMENTAL AGREEMENT is dated [19th July 2023] and made

Between:

- (1) Network Rail Infrastructure Limited, ("Network Rail"), a company registered in England under number 2904587 having its registered office at Waterloo General Office, London, SE1 8SW; and
- (2) ScotRail Trains Limited, (the "Train Operator"), a company registered in Scotland under number SC450732 having its registered office at 5th Floor, Culzean Building 36 Renfield Street, Glasgow, G2 1LU, United Kingdom.

Background:

- (A) The Train Operator and Network Rail entered into a Track Access Contract (Passenger Services) (which is hereafter referred to as the "Contract") dated 03 March 2016 in a form approved by the Office of Rail and Road pursuant to section 18(7) of the Act.
- (B) The parties now propose to enter into this Supplemental Agreement in order to amend the Contract as described herein.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

In this Supplemental Agreement:

- 1.1 Words and expressions defined in and rules of interpretation set out in the Contract shall have the same meaning and effect when used in this Supplemental Agreement except where the context requires otherwise;
- 1.2 "**Effective Date**" means the date upon which the Office of Rail and Road issues its approval, pursuant to Section 22 of the Act, of the terms of this Supplemental Agreement; and
- 1.3 "**Appendix**" shall mean the appendices and their relevant parts and attached hereto.

2. EFFECTIVE DATE AND DURATION

The amendments made to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the Expiry Date or earlier termination of the Contract.

3. AMENDMENTS TO THE CONTRACT

3.1.1

In table 2.1 of Schedule 5 in HA03, Service 577 shall be deleted in its entirety and be replaced with the table in Appendix A.

In table 2.1 of Schedule 5 in HA04, Service 547 shall be deleted in its entirety and be replaced with the table in appendix B.

In table 2.1 of Schedule 5 in HA05, Service 571 shall be deleted in its entirety and be replaced with the table in appendix C.

In table 2.1 of Schedule 5 in HA08, Service 563 (Westbound) shall be deleted in its entirety and be replaced with the table in appendix D

In table 2.1 of Schedule 5 in HA08, Service 563 (Eastbound) shall be deleted in its entirety and be replaced with the table in appendix E.

3.1.2

In table 2.2 of Schedule 5, remove all the entries detailed in appendix F.

3.1.3

In table 4.1 of Schedule 5, in HA08 Service 563 (Westbound) shall be deleted and replaced with the table in appendix G.

3.2.1

In Schedule 5,

In paragraph 7.5 (b) the words "Secretary of State" shall be removed and replaced with the words "Scottish Ministers."

In paragraph 7.10 (b) the words "Secretary of State" shall be removed and replaced with the words "Scottish Ministers."

In paragraph 7.12 the words "Secretary of State" shall be removed and replaced with the words "Scottish Ministers."

In paragraph 7.13 (a) the words "Secretary of State" shall be removed and replaced with the words "Scottish Ministers."

3.2.2

In Schedule 10,

In paragraph 4.7 (a) the words "Secretary of State" shall be removed and replaced with the words "Scottish Ministers."

In paragraph 4.7 (b) the words "Secretary of State" shall be removed and replaced with the words "Scottish Ministers."

In paragraph 4.7 (c) the words "Secretary of State" shall be removed and replaced with the words "Scottish Ministers."

In paragraph 4.7 (d) the words "Secretary of State" shall be removed and replaced with the words "Scottish Ministers."

In paragraph 4.8 the words "Secretary of State" shall be removed and replaced with the words "Scottish Ministers."

5. EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT

The Contract, as amended by this Supplemental Agreement, shall remain in full force and effect in accordance with its terms, and during the period in which the amendments made by this Supplemental Agreement are to have effect all references in the Contract to "the contract", "herein", "hereof", "hereunder" and other similar expressions shall, unless the context requires otherwise, be read and construed as a reference to the Contract as amended by this Supplemental Agreement.

6. LAW

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with the laws of Scotland.

7. THIRD PARTY RIGHTS

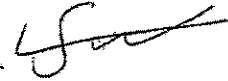
No rights shall be conferred under or arising out of this Supplemental Agreement on any person other than the Parties to this Supplemental Agreement and there shall not be created in any circumstances a jus quaesitum tertio in favour of any person.

8. COUNTERPARTS

This Supplemental Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF this Supplemental Agreement comprising this and the foregoing pages and Appendices are executed as follows:-

SIGNED on behalf of **NETWORK RAIL INFRASTRUCTURE LIMITED** by Liam Sumpter



at 151 St Vincent Street, Glasgow G2 5NW

on 19 July 2023

in the presence of:-

Witness: Christine Grimes

Full Name: Christine Grimes

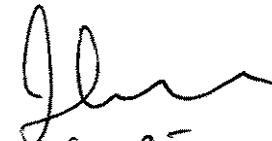
Address: 151 St Vincent Street

Glasgow, G2 5NW

SIGNED on behalf of **SCOTRAIL TRAINS LIMITED** by

John Kerr

at Atrium Court



on

19/07/23 in the presence of:-

Witness: Lorna Matthews

Full Name: LORNA MATTHEWS

Address: ATRIUM COURT

50 WATERLOO ST, GLASGOW G2 6HQ

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Appendix A

1						2		
Service Group HA03: Sosth West Rural								
Service 577: Stranraer - Girvan - Kilmarnock						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Total weekday	Saturday	Sundays
Ayr	Girvan	Maybole	7.90	13577015	150	3	3	0
Glasgow Central High Level	Girvan	Kilmarnock	7.91	13568015	150	1	1	0
Kilmarnock	Girvan	Ayr	7.92	13577015	150	5	5	0
Girvan	Ayr	Maybole	7.93	13577015	150	5	5	0
Girvan	Kilmarnock	Ayr	7.94	13577015	150	4	4	0
Ayr	Stranraer	Girvan	7.95	13577015	150	3	3	5
Kilmarnock	Stranraer	Girvan	7.96	13577015	150	2	2	0
Stranraer	Ayr	Girvan	7.97	13577015	150	3	3	5
Stranraer	Glasgow Central High Level	Kilmarnock	7.98	13577015	150	1	1	1
Stranraer	Kilmarnock	Girvan	7.99	13577015	150	1	1	0
Ayr	Kilmarnock	Troon	8.00	13577015	150	3	3	0
Kilmarnock	Ayr	Troon	8.01	13577015	150	2	2	0

1 Trains change TSC at Kilmarnock to 13577015

2 Trains change TSC at Kilmarnock to 13568015

Appendix B

						2		
Service Group HA04: Highland Rural								
Service 547: Aberdeen – Inverness						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Total weekday	Saturday	Sunday
Aberdeen	Dyce	Direct	4.50	23547003	158	1	1	0
Aberdeen	Inverness	Keith	4.51	23547003	158	11	11	5
Aberdeen	Inverurie	Dyce	4.52	23547003	158	26	25	6
Elgin	Inverness	Nairn	4.53	23547003	158	7	7	0
Dyce	Aberdeen	Direct	4.54	23547003	158	1	1	0
Huntly	Aberdeen	Dyce	4.55	23547003	158	2	1	0
Inverness	Aberdeen ^{1,2}	Keith	4.56	23547003	158	11	11	5
Inverness	Elgin	Nairn	4.57	23547003	158	7	7	2
Inverurie	Aberdeen ^{3,4}	Dyce	4.58	23547003	158	27	26	6

1 The Train Operator must make an Access Proposal to combine 1 Weekday and 1 Saturday Train Slot with the corresponding Train Slots in Service Group HA01, Service 541, Description 1.23, to provide a through journey to Edinburgh Waverley.

2 The Train Operator must make an Access Proposal to combine 1 Weekday Train Slot with the corresponding Train Slot in Service Group HA01, Service 540, Description 1.10, to provide a through journey to Stonehaven.

3 The Train Operator must make an Access Proposal to combine 1 Sunday Train Slot with the corresponding Train Slots in Service Group HA01, Service 540, Description 1.8, to provide a through journey to Glasgow Queen Street High Level.

4 The Train Operator must make an Access Proposal to combine 1 Weekday Train Slot with the corresponding Train Slot in Service Group HA01, Service 540, Description 1.10, to provide a through journey to Montrose.

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Appendix C

1						2				
Service Group HA05: Ayrshire and Inverclyde										
Service 571: Ardrossan / Largs										
From	To	Via	Description	TSC	Timing Load	Total week-day	Peak	Off-peak	Saturday	Sunday
Glasgow Central High Level	Ardrossan Town	Paisley Gilmour Street	6.130	13571015	380-4	1 (FO)	0	1	0	0
Glasgow Central High Level	Ardrossan Harbour	Paisley Gilmour Street	6.131	13571015	380-4	15	2	13	15	5
Glasgow Central High Level	Ardrossan South Beach	Paisley Gilmour Street	6.132	13571015	380-4	2 (1on FO)	0	0	1	0
Glasgow Central High Level	Largs	Paisley Gilmour Street	6.133	13571015	380-4	19	3	16	18	14
Ardrossan Harbour	Glasgow Central High Level	Paisley Gilmour Street	6.134	13571015	380-4	15	1	14	15	5
Ardrossan Town	Glasgow Central High Level	Paisley Gilmour Street	6.135	13571015	380-4	2	0	2	1	0
Largs	Glasgow Central High Level	Paisley Gilmour Street	6.136	13571015	380-4	18	2	16	17	15
Ardrossan South Beach	Glasgow Central High level	Paisley Gilmour Street	6.135	13571015	380-4	2	0	2	2	0

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Appendix D

1						2				
Service Group HA08: North Electrics & Argyle Line										
Service 563: Argyle Line (Westbound)										
From	To	Via	Description	TSC	Timing Load	Total week-day	Peak	Off-peak	Saturday	Sunday
Carstairs	Garscadden	Wishaw, Holytown, Bellshill	8.61	23563015	75EMUAC	1	1	0	0	0
Carstairs	Glasgow Central	Wishaw, Shieldmuir	8.62	23563015	75EMUAC	2	1	1	1	0
Cumbernauld	Dalmuir	Blantyre, Yoker	8.63	23563015	75EMUAC	16	3	13	16	0
Cumbernauld	Milngavie	Blantyre	8.64	23563015	75EMUAC	1	0	1	1	0
Lanark	Glasgow Central High Level	Wishaw, Shieldmuir, Bellshill	8.65	23563015	75EMUAC	28	4	17	29	13
Lanark	Glasgow Central High Level	Shieldmuir, West Coast Main Line, Uddingston	8.66	23563015	75EMUAC	3	0	3	2	0
Lanark	Motherwell	Wishaw	8.67	23560015	75EMUAC	2	0	2	2	1
Larkhall	Balloch	Blantyre, Yoker	8.68	23563015	75EMUAC	0	0	0	0	14
Larkhall	Dalmuir	Blantyre, Yoker	8.69	23563015	75EMUAC	27	10	17	27	0
Larkhall	Garscadden	Blantyre	8.70	23563015	75EMUAC	1	0	1	1	1
Larkhall	Milngavie	Blantyre	8.71	23563015	75EMUAC	7 (+1 FO)	0	7	7	0
Motherwell	Balloch	Carmyle, Yoker	8.72	23563015	75EMUAC	0	0	0	0	15
Motherwell	Dalmuir	Blantyre, Yoker	8.73	23563015	75EMUAC	18	4	14	18	0
Motherwell	Dalmuir	Carmyle, Singer	8.74	23563015	75EMUAC	18 (+14 FO)		14	18	0

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Motherwell	Garscadden	Blantyre	8.75	23563015	75EMUAC	0	0	0	0	1
Motherwell	Glasgow Central High Level	Bellshill	8.76	23563015	75EMUAC	0	0	0	0	17
Motherwell	Milngavie	Blantyre	8.77	23563015	75EMUAC	0	0	0	0	29
Whifflet	Dalmuir	Carmyle, Singer	8.78	23563015	75EMUAC	17	3	14	17	0

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Appendix E

1						2				
Service Group HA08: North Electrics & Argyle Line										
Service 563: Argyle Line (Eastbound)										
From	To	Via	Description	TSC	Timing Load	Total week-day	Peak	Off-peak	Saturday	Sunday
Anderston	Carstairs	Bellshill, Motherwell, Wishaw	8.91	23563015	75EMUAC	1	1	0	0	0
Balloch	Larkhall	Yoker Blantyre,	8.92	23563015	75EMUAC	0	0	0	0	14
Balloch	Motherwell	Yoker, Carmyle	8.93	23563015	75EMUAC	0	0	0	0	15
Dalmuir	Carstairs	Yoker, Carmyle, Motherwell	8.94	23563015	75EMUAC	1	0	1	0	0
Dalmuir	Cumbernauld	Singer, Blantyre, Motherwell	8.95	23563015	75EMUAC	14	4	10	14	0
Dalmuir	Larkhall	Singer, Blantyre	8.96	23563015	75EMUAC	35 (+1 FO)	7	28	35	0
Dalmuir	Larkhall	Yoker, Blantyre	8.97	23563015	75EMUAC	0	0	0	0	1
Dalmuir	Motherwell	Yoker, Carmyle	8.98	23563015	75EMUAC	31 (+1 FO)	8	23	32	0
Dalmuir	Whifflet	Yoker, Carmyle	8.99	23563015	75EMUAC	16	4	12	16	0
Garscadden	Motherwell	Blantyre	8.100	23563015	75EMUAC	0	0	0	1	0
Glasgow Central High Level	Lanark	Bellshill, Shieldmuir, Wishaw	8.101	23563015	75EMUAC	29	5	18	28	14
Glasgow Central High Level	Lanark	Uddingston, West Coast Main Line, Shieldmuir	8.102	23563015	75EMUAC	1	0	1	1	0
Glasgow Central	Motherwell	Bellshill	8.103	23563015	75EMUAC	1 FSX	0	1	2	16
Hyndland	Motherwell	Blantyre	8.104	23563015	75EMUAC	1	0	0	1	1
Milngavie	Cumbernauld	Blantyre	8.105	23563015	75EMUAC	2	0	2	2	0

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Milngavie	Motherwell	Blantyre	8.106	23563015	75EMUAC	5	0	5	5	29
Milngavie	Motherwell	WCML	8.107	23563015	75EMUAC		0	1	0	0
Motherwell	Carstairs	Shieldmuir, Wishaw	8.108	23563015	75EMUAC	1	0	1	0	0
Motherwell	Cumbernauld	Whifflet	8.109	23563015	75EMUAC	2	0	2	2	0
Motherwell	Lanark	Shieldmuir, Wishaw	8.110	23563015	75EMUAC	3	0	3	3	0
Partick	Carstairs	Bellshill, Holytown	8.111	23563015	75EMUAC	1	1	0	0	0

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APPENDIX F

1						2		
Service Group HA03: South West Rural								
Service 577: Stranraer - Girvan - Kilmarnock						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Total Weekday	Saturday	Sunday
Kilmarnock ¹	Ayr	Troon	8.01	13577015	150	1	1	0

¹ - These contingent rights are valid for 90 days from the date of execution of the 33rd Supplemental Agreement.

1						2		
Service Group HA04: Highland Rural								
Service 547: Aberdeen - Inverness						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Total Weekday	Saturday	Sunday
Huntly ¹	Aberdeen	Dyce	4.55	23547003	158	1	1	0

¹ - These contingent rights are valid for 90 days from the date of execution of the 33rd Supplemental Agreement.

1						2				
Service Group HA08: North Electrics & Argyle Line										
Service 563: Argyle Line (Westbound)										
From	To	Via	Description	TSC	Timing Load	Total week-day	Peak	Off-peak	Saturday	Sunday
Cumbernauld ¹	Milngavie	Biantyre	8.64	23563015	75EMUAC	1	0	1	1	0
Lanark ¹	Glasgow Central High Level	Wishaw, Shieldmuir, Bellshill	8.65	23563015	75EMUAC	7	0	0	3	0

¹ - These contingent rights are valid for 90 days from the date of execution of the 33rd Supplemental Agreement.

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1						2				
Service Group HA08: North Electrics & Argyle Line										
Service 563: Argyle Line (Eastbound)										
From	To	Via	Description	TSC	Timing Load	Total week-day	Peak	Off-peak	Saturday	Sunday
Glasgow Central Level ¹	Lanark High	Bellshill, Shieldmuir, Wishaw	8.101	23563015	75EMUAC	5	0	0	6	0

¹ - These contingent rights are valid for 90 days from the date of execution of the 33rd Supplemental Agreement.

1						2				
Service Group HA05: Ayrshire and Inverclyde										
Service 571: Ardrossan / Largs										
From	To	Via	Description	TSC	Timing Load	Total week-day	Peak	Off-peak	Saturday	Sunday
Glasgow Central High Level ¹	Ardrossan South Beach	Paisley Gilmour Street	6.132	13571015	380-4	2 (+1 FO)	0	0	1	0
Ardrossan Town ¹	Glasgow Central High Level	Paisley Gilmour Street	6.135	13571015	380-4	1	0	1	1	0
Ardrossan South Beach ¹	Glasgow Central High Level	Paisley Gilmour Street	6.135	13571015	380-4	2	0	2	2	0

¹ - These contingent rights are valid for 90 days from the date of execution of the 33rd Supplemental Agreement

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Appendix G

1					2	3
Service Group HA08: Glasgow Suburban South						
Service 563: Argyle Line (Westbound)						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Carstairs	Garscadden	Wishaw, Holytown, Bellshill	8.61	23560015	Carlisle, Wishaw, Holytown, Bellshill, Uddingston, Rutherglen, Argyle Street, Glasgow Central Low Level, Anderston, Exhibition Centre, Partick, Hyndland,	Jordanhill, Scotstounhill
Carstairs	Glasgow Central	Wishaw, Shieldmuir, Bellshill	8.62	23563015	Carlisle, Wishaw, Shieldmuir, Motherwell, Bellshill, Uddingston, Cambuslang	
Cumbernauld	Dalmuir	Blantyre, Yoker	8.63	13572015 23563015	Greenfaulds, Coatbridge Central, Whifflet, Motherwell, Airbles, Hamilton Central, Hamilton West, Blantyre, Newton, Cambuslang, Rutherglen, Dalmarnock, Bridgeton, Argyle Street, Glasgow Central Low Level, Anderston, Exhibition Centre, Partick, Hyndland, Jordanhill, Scotstounhill, Garscadden, Yoker, Clydebank	
Cumbernauld	Milngavie	Blantyre	8.64	23563015 13572015	Greenfaulds, Coatbridge Central, Whifflet, Motherwell, Airbles, Hamilton Central, Hamilton West, Blantyre, Newton, Cambuslang, Rutherglen, Dalmarnock, Bridgeton, Argyle Street, Glasgow Central Low Level, Anderston, Exhibition Centre, Partick, Hyndland, Anniesland, Westerton, Bearsden, Hillfoot	
Lanark	Glasgow Central High Level	Wishaw, Shieldmuir, Bellshill	8.65	23563015	Carlisle, Wishaw, Shieldmuir, Motherwell, Bellshill, Uddingston, Cambuslang	
Lanark	Glasgow Central High Level	Shieldmuir, West Coast Main Line, Uddingston	8.66	23563015	Carlisle, Wishaw, Shieldmuir, Motherwell, Uddingston, Cambuslang	Lanark
Lanark	Motherwell	Wishaw, Shieldmuir	8.67	23563015	Carlisle, Wishaw, Shieldmuir	
Larkhall	Balloch	Blantyre, Yoker	8.68	23563015	Merryton, Chatelherault, Hamilton Central, Hamilton West, Blantyre, Newton, Cambuslang, Rutherglen,	

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					Dalmarnock, Bridgeton, Argyle Street, Glasgow Central Low Level, Anderston, Exhibition Centre, Partick, Hyndland, Jordanhill, Scotstounhill, Garscadden, Yoker, Clydebank, Dalmuir, Kilpatrick, Bowling, Dumbarton East, Dumbarton Central, Dalreoch, Renton, Alexandria	
Larkhall	Dalmuir	Blantyre, Yoker	8.69	23563015	Merryton, Chatelherault, Hamilton Central, Hamilton West, Blantyre, Newton, Cambuslang, Rutherglen, Dalmarnock, Bridgeton, Glasgow Central Low Level, Exhibition Centre, Partick, Hyndland, Jordanhill, Scotstounhill, Garscadden, Yoker, Clydebank	
Larkhall	Garscadden	Blantyre	8.70	23563015	Merryton, Chatelherault, Hamilton Central, Hamilton West, Blantyre, Newton, Cambuslang, Rutherglen, Bridgeton, Glasgow Central Low Level, Exhibition Centre, Partick, Hyndland	Dalmarnock, Argyle Street, Anderston
Larkhall	Milngavie	Blantyre	8.71	23563015	Merryton, Chatelherault, Hamilton Central, Hamilton West, Blantyre, Newton, Cambuslang, Rutherglen, Argyle Street, Glasgow Central Low Level, Anderston, Exhibition Centre, Partick, Hyndland, Anniesland, Westerton, Bearsden, Hillfoot	Dalmarnock, Bridgeton
Motherwell	Balloch	Carmyle, Yoker	8.72	23563015	Whifflet, Kirkwood, Bargeddie, Baillieston, Mount Vernon, Carmyle, Rutherglen, Dalmarnock, Bridge, Argyle Street, Glasgow Central Low Level, Anderston, Exhibition Centre, Partick, Hyndland, Jordanhill, Scotstounhill, Garscadden, Yoker, Clydebank, Dalmuir, Kilpatrick, Bowling, Dumbarton East, Dumbarton Central, Dalreoch, Renton, Alexandria	
Motherwell	Dalmuir	Blantyre, Yoker	8.73	23563015	Airbles, Hamilton Central, Hamilton West, Blantyre, Newton, Cambuslang, Rutherglen, Dalmarnock, Bridge, Argyle Street, Glasgow Central Low Level, Anderston, Exhibition Centre, Partick, Hyndland, Jordanhill, Scotstounhill, Garscadden, Yoker, Clydebank	
Motherwell	Dalmuir	Carmyle, Singer	8.74	23563015	Whifflet, Kirkwood, Bargeddie, Baillieston, Mount Vernon, Carmyle, Rutherglen, Dalmarnock, Bridgeton, Argyle Street, Glasgow Central Low Level, Anderston, Exhibition Centre, Partick, Hyndland, Anniesland, Westerton, Drumchapel, Drumry, Singer	
Motherwell	Garscadden	Blantyre	8.75	23563015	Airbles, Hamilton Central, Hamilton West, Blantyre, Newton, Cambuslang, Rutherglen, Bridgeton, Glasgow	Dalmarnock, Argyle Street, Anderston

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					Central Low Level, Exhibition Centre, Partick, Hyndland, Jordanhill, Scotstounhill	
Motherwell	Glasgow Central High Level	Bellshill	8.76	23563015	Bellshill, Uddingston, Cambuslang	
Motherwell	Milngavie	Blantyre	8.77	23563015	Airbles, Hamilton Central, Hamilton West, Blantyre, Newton, Cambuslang, Rutherglen, Dalmarnock, Bridgeton, Argyle Street, Glasgow Central Low Level, Anderston, Exhibition Centre, Partick, Hyndland, Anniesland, Westerton, Bearsden, Hillfoot	
Whifflet	Dalmuir	Carmyle, Singer	8.78	23563015	Kirkwood, Bargeddie, Baillieston, Mount Vernon, Carmyle, Rutherglen, Dalmarnock, Bridgeton, Argyle Street, Glasgow Central Low Level, Anderston, Exhibition Centre, Partick, Hyndland, Anniesland, Westerton, Drumchapel, Drumry, Singer	